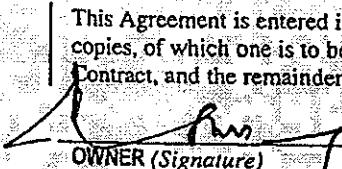


This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

 OWNER (Signature)

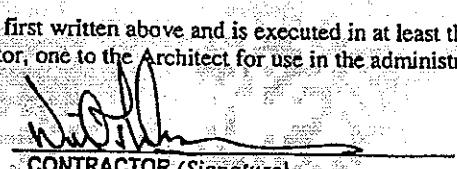
American University of Antigua

(Printed name and title)

LT COL RONALD ANTHONY

This Agreement entered into as of the day and year first written above Projects Director

General Manager, Leased

 CONTRACTOR (Signature)

Leeward Construction Co. Ltd.

(Printed name and title)

NEIL DICKINSON

This Agreement entered into as of the day and year first written above Projects Director

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# AIA® Document A201™ – 1997

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address):

American University of Antigua  
College of Medicine

### THE OWNER:

(Name and address):

AUA College of Medicine  
c/o Greater Caribbean Learning Center  
New York, NY 10005

### THE ARCHITECT:

(Name and address):

Sundaram Architects PVT, Ltd.  
No. 19 Kumara Krupa Road.  
Bangalore 560-001  
India

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ADMINISTRATION OF THE CONTRACT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

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(2404291990)

1

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**INDEX**

(Numbers and Topics in Bold are Section Headings)

**Acceptance of Nonconforming Work**

9.6.6, 9.9.3, 12.3

**Acceptance of Work**

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

**Access to Work**

3.16, 6.2.1, 12.1

**Accident Prevention**

4.2.3, 10.

**Acts and Omissions**

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 4.3.8, 4.4.1, 8.3.1, 9.5.1, 10.2.5, 13.4.2, 13.7, 14.1

**Addenda**

1.1.1, 3.11

**Additional Costs, Claims for**

4.3.4, 4.3.5, 4.3.6, 6.1.1, 10.3

**Additional Inspections and Testing**

9.8.3, 12.2.1, 13.5

**Additional Time, Claims for**

4.3.4, 4.3.7, 8.3.2

**ADMINISTRATION OF THE CONTRACT**

3.1.3, 4, 9.4, 9.5

**Advertisement or Invitation to Bid**

1.1.1

**Aesthetic Effect**

4.2.13, 4.5.1

**Allowances**

3.8

**All-risk Insurance**

11.4.1.1

**Applications for Payment**

4.2.5, 7.3.8, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.8.5, 9.10, 11.1.3, 14.2.4, 14.4.3

**Approvals**

2.4, 3.1.3, 3.5, 3.10.2, 3.12, 4.2.7, 9.3.2, 13.4.2, 13.5

**Arbitration**

4.3.3, 4.4, 4.5.1, 4.5.2, 4.6, 8.3.1, 9.7.1, 11.4.9, 11.4.10

**Architect**

4.1

**Architect, Definition of**

4.1.1

**Architect, Extent of Authority**

2.4, 3.12.7, 4.2, 4.3.6, 4.4, 5.2, 6.3, 7.1.2, 7.3.6, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.8.3, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4

**Architect, Limitations of Authority and Responsibility**

2.1.1, 3.3.3, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 4.4, 5.2.1, 7.4, 9.4.2, 9.6.4, 9.6.6

**Architect's Additional Services and Expenses**

2.4, 11.4.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

**Architect's Administration of the Contract**

3.1.3, 4.2, 4.3.4, 4.4, 9.4, 9.5

**Architect's Approvals**

2.4, 3.1.3, 3.5.1, 3.10.2, 4.2.7

**Architect's Authority to Reject Work**

3.5.1, 4.2.6, 12.1.2, 12.2.1

**Architect's Copyright**

1.6

**Architect's Decisions**

4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1, 4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4

**Architect's Inspections**

4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

**Architect's Instructions**

3.2.3, 3.3.1, 4.2.6, 4.2.7, 4.2.8, 7.4.1, 12.1, 13.5.2

**Architect's Interpretations**

4.2.11, 4.2.12, 4.3.6

**Architect's Project Representative**

4.2.10

**Architect's Relationship with Contractor**

1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2, 3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 11.4.7, 12, 13.4.2, 13.5

**Architect's Relationship with Subcontractors**

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.4.7

**Architect's Representations**

9.4.2, 9.5.1, 9.10.1

**Architect's Site Visits**

4.2.2, 4.2.5, 4.2.9, 4.3.4, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

**Asbestos**

10.3.1

**Attorneys' Fees**

3.18.1, 9.10.2, 10.3.3

**Award of Separate Contracts**

6.1.1, 6.1.2

**Award of Subcontracts and Other Contracts for Portions of the Work**

5.2

**Basic Definitions**

1.1

**Bidding Requirements**

1.1.1, 1.1.7, 5.2.1, 11.5.1

**Boiler and Machinery Insurance**

11.4.2

**Bonds, Lien**

9.10.2

**Bonds, Performance, and Payment**

7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5

**Building Permit**

3.7.1

**Capitalization**

1.3

**Certificate of Substantial Completion**

Init.

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2

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9.8.3, 9.8.4, 9.8.5	1.6.1, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6.4,
<b>Certificates for Payment</b>	4.6.6, 9.6.4, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1,
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4	13.5.2, 13.6, 14.1.1, 14.2.1.3
<b>Certificates of Inspection, Testing or Approval</b>	<b>Concealed or Unknown Conditions</b>
13.5.4	4.3.4, 8.3.1, 10.3
<b>Certificates of Insurance</b>	<b>Conditions of the Contract</b>
9.10.2, 11.1.3	1.1.1, 1.1.7, 6.1.1, 6.1.4
<b>Change Orders</b>	<b>Consent, Written</b>
1.1.1, 2.4.1, 3.4.2, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 4.3.4, 4.3.9, 5.2.3, 7.1, 7.2, 7.3, 8.3.1, 9.3.1.1, 9.10.3, 11.4.1.2, 11.4.4, 11.4.9, 12.1.2	1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2
<b>Change Orders, Definition of</b>	<b>CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</b>
7.2.1	1.1.4.6
<b>CHANGES IN THE WORK</b>	<b>Construction Change Directive, Definition of</b>
3.11, 4.2.8, 7, 8.3.1, 9.3.1.1, 11.4.9	7.3.1
<b>Claim, Definition of</b>	<b>Construction Change Directives</b>
4.3.1	1.1.1, 3.12.8, 4.2.8, 4.3.9, 7.1, 7.3, 9.3.1.1
<b>Claims and Disputes</b>	<b>Construction Schedules, Contractor's</b>
3.2.3, 4.3, 4.4, 4.5, 4.6, 6.1.1, 6.3, 7.3.8, 9.3.3, 9.10.4, 10.3.3	1.4.1.2, 3.10, 3.12.1, 3.12.2, 4.3.7.2, 6.1.3
<b>Claims and Timely Assertion of Claims</b>	<b>Contingent Assignment of Subcontracts</b>
4.6.5	5.4, 14.2.2.2
<b>Claims for Additional Cost</b>	<b>Continuing Contract Performance</b>
3.2.3, 4.3.4, 4.3.5, 4.3.6, 6.1.1, 7.3.8, 10.3.2	4.3.3
<b>Claims for Additional Time</b>	<b>Contract, Definition of</b>
3.2.3, 4.3.4, 4.3.7, 6.1.1, 8.3.2, 10.3.2	1.1.2
<b>Claims for Concealed or Unknown Conditions</b>	<b>CONTRACT, TERMINATION OR SUSPENSION OF THE</b>
4.3.4	5.4.1.1, 11.4.9, 14
<b>Claims for Damages</b>	<b>Contract Administration</b>
3.2.3, 3.18, 4.3.10, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.4.5, 11.4.7, 14.1.3, 14.2.4	3.1.3, 4, 9.4, 9.5
<b>Claims Subject to Arbitration</b>	<b>Contract Award and Execution, Conditions Relating to</b>
4.4.1, 4.5.1, 4.6.1	3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.4.6, 11.5.1
<b>Cleaning Up</b>	<b>Contract Documents, The</b>
3.15, 6.3	1.1, 1.2
<b>Commencement of Statutory Limitation Period</b>	<b>Contract Documents, Copies Furnished and Use of</b>
13.7	1.6, 2.2.5, 5.3
<b>Commencement of the Work, Conditions Relating to</b>	<b>Contract Documents, Definition of</b>
2.2.1, 3.2.1, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 4.3.5, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.4.1, 11.4.6, 11.5.1	1.1.1
<b>Commencement of the Work, Definition of</b>	<b>Contract Sum</b>
8.1.2	3.8, 4.3.4, 4.3.5, 4.4.5, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.4.1, 14.2.4, 14.3.2
<b>Communications Facilitating Contract</b>	<b>Contract Sum, Definition of</b>
<b>Administration</b>	9.1
3.9.1, 4.2.4	<b>Contract Time</b>
<b>Completion, Conditions Relating to</b>	4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1.3, 7.3, 7.4, 8.1.1, 8.2, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2
1.6.1, 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2	<b>Contract Time, Definition of</b>
<b>COMPLETION, PAYMENTS AND</b>	8.1.1
9	<b>CONTRACTOR</b>
<b>Completion, Substantial</b>	3
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 9.10.4.2, 12.2, 13.7	<b>Contractor, Definition of</b>
<b>Compliance with Laws</b>	3.1, 6.1.2

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.4.7, 14.1, 14.2.1.1,	6.2.5, 3.14
<b>Contractor's Liability Insurance</b>	<b>Damage to Construction of Owner or Separate Contractors</b>
<b>11.1</b>	<b>3.14.2, 6.2.4, 9.2.1.5, 10.2.1.2, 10.2.5, 10.6, 11.1, 11.4, 12.2.4</b>
<b>Contractor's Relationship with Separate Contractors and Owner's Forces</b>	<b>Damage to the Work</b>
3.12.5, 3.14.2, 4.2.4, 6, 11.4.7, 12.1.2, 12.2.4	3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.6, 11.4, 12.2.4
<b>Contractor's Relationship with Subcontractors</b>	<b>Damages, Claims for</b>
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.4.1.2, 11.4.7, 11.4.8	3.2.3, 3.18, 4.3.10, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.4.5, 11.4.7, 14.1.3, 14.2.4
<b>Contractor's Relationship with the Architect</b>	<b>Damages for Delay</b>
1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2, 3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 11.4.7, 12, 13.4.2, 13.5	6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
<b>Contractor's Representations</b>	<b>Date of Commencement of the Work, Definition of</b>
1.5.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2	8.1.2
<b>Contractor's Responsibility for Those Performing the Work</b>	<b>Date of Substantial Completion, Definition of</b>
3.3.2, 3.18, 4.2.3, 4.3.8, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10	8.1.3
<b>Contractor's Review of Contract Documents</b>	<b>Day, Definition of</b>
1.5.2, 3.2, 3.7.3	8.1.4
<b>Contractor's Right to Stop the Work</b>	<b>Decisions of the Architect</b>
9.7	4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1, 4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4
<b>Contractor's Right to Terminate the Contract</b>	<b>Decisions to Withhold Certification</b>
4.3.10, 14.1	9.4.1, 9.5, 9.7, 14.1.1.3
<b>Contractor's Submittals</b>	<b>Defective or Nonconforming Work, Acceptance, Rejection and Correction of</b>
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.5.2	2.3, 2.4, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 13.7.1.3
<b>Contractor's Superintendent</b>	<b>Defective Work, Definition of</b>
3.9, 10.2.6	3.5.1
<b>Contractor's Supervision and Construction Procedures</b>	<b>Definitions</b>
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 4.3.3, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14	1.1.2.1.1, 3.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.3.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 7.3.6, 8.1, 9.1, 9.8.1
<b>Contractual Liability Insurance</b>	<b>Delays and Extensions of Time</b>
11.1.1.8, 11.2, 11.3	3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2
<b>Coordination and Correlation</b>	<b>Disputes</b>
1.2, 1.5.2, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1	4.1.4, 4.3, 4.4, 4.5, 4.6, 6.3, 7.3.8
<b>Copies Furnished of Drawings and Specifications</b>	<b>Documents and Samples at the Site</b>
1.6, 2.2.5, 3.11	3.11
<b>Copyrights</b>	<b>Drawings, Definition of</b>
1.6, 3.17	1.1.5
<b>Correction of Work</b>	<b>Drawings and Specifications, Use and Ownership of</b>
2.3, 2.4, 3.7.4, 4.2.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 13.7.1.3	1.1.1, 1.3, 2.2.5, 3.11, 5.3
<b>Correlation and Intent of the Contract Documents</b>	<b>Effective Date of Insurance</b>
1.2	8.2.2, 11.1.2
<b>Cost, Definition of</b>	<b>Emergencies</b>
7.3.6	4.3.5, 10.6, 14.1.1.2
<b>Costs</b>	<b>Employees, Contractor's</b>
2.4, 3.2.3, 3.7.4, 3.8.2, 3.15.2, 4.3, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 9.10.2, 10.3.2, 10.5, 11.3, 11.4, 12.1, 12.2.1, 12.2.4, 13.5, 14	3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.4.7, 14.1, 14.2.1.1
<b>Cutting and Patching</b>	<b>Equipment, Labor, Materials and</b>
	1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2
	<b>Execution and Progress of the Work</b>

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1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3, 3.4, 3.5, 3.7, 3.10, 3.12, 3.14, 4.2.2, 4.2.3, 4.3.3, 6.2.2, 7.1.3, 7.3.4, 8.2, 9.5, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3  
**Extensions of Time**  
 3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2  
**Failure of Payment**  
 4.3.6, 9.5.1.3, 9.7, 9.10.2, 14.1.1.3, 14.2.1.2, 13.6  
**Faulty Work**  
 (See *Defective or Nonconforming Work*)  
**Final Completion and Final Payment**  
 4.2.1, 4.2.9, 4.3.2, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3  
**Financial Arrangements, Owner's**  
 2.2.1, 13.2.2, 14.1.5  
**Fire and Extended Coverage Insurance**  
 11.4  
**GENERAL PROVISIONS**  
 1  
**Governing Law**  
 13.1  
**Guarantees (See Warranty)**  
**Hazardous Materials**  
 10.2.4, 10.3, 10.5  
**Identification of Contract Documents**  
 1.5.1  
**Identification of Subcontractors and Suppliers**  
 5.2.1  
**Indemnification**  
 3.17, 3.18, 9.10.2, 10.3.3, 10.5, 11.4.1.2, 11.4.7  
**Information and Services Required of the Owner**  
 2.1.2, 2.2, 3.2.1, 3.12.4, 3.12.10, 4.2.7, 4.3.3, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4  
**Injury or Damage to Person or Property**  
 4.3.8, 10.2, 10.6  
**Inspections**  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5  
**Instructions to Bidders**  
 1.1.1  
**Instructions to the Contractor**  
 3.2.3, 3.3.1, 3.8.1, 4.2.8, 5.2.1, 7, 12, 8.2.2, 13.5.2  
**Insurance**  
 3.18.1, 6.1.1, 7.3.6, 8.2.1, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 9.10.5, 11  
**Insurance, Boiler and Machinery**  
 11.4.2  
**Insurance, Contractor's Liability**  
 11.1  
**Insurance, Effective Date of**  
 8.2.2, 11.1.2  
**Insurance, Loss of Use**  
 11.4.3  
**Insurance, Owner's Liability**  
 11.2

**Insurance, Project Management Protective Liability**  
 11.3  
**Insurance, Property**  
 10.2.5, 11.4  
**Insurance, Stored Materials**  
 9.3.2, 11.4.1.4  
**INSURANCE AND BONDS**  
 11  
**Insurance Companies, Consent to Partial Occupancy**  
 9.9.1, 11.4.1.5  
**Insurance Companies, Settlement with**  
 11.4.10  
**Intent of the Contract Documents**  
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
 13.6  
**Interpretation**  
 1.2.3, 1.4, 4.1.1, 4.3.1, 5.1, 6.1.2, 8.1.4  
**Interpretations, Written**  
 4.2.11, 4.2.12, 4.3.6  
**Joinder and Consolidation of Claims Required**  
 4.6.4  
**Judgment on Final Award**  
 4.6.6  
**Labor and Materials, Equipment**  
 1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 42.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2  
**Labor Disputes**  
 8.3.1  
**Laws and Regulations**  
 1.6, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14  
**Liens**  
 2.1.2, 4.4.8, 8.2.2, 9.3.3, 9.10  
**Limitation on Consolidation or Joinder**  
 4.6.4  
**Limitations, Statutes of**  
 4.6.3, 12.2.6, 13.7  
**Limitations of Liability**  
 2.3, 3.2.1, 3.5.1, 3.7.3, 3.12.8, 3.12.10, 3.17, 3.18, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.10.4, 10.3.3, 10.2.5, 11.1.2, 11.2.1, 11.4.7, 12.2.5, 13.4.2  
**Limitations of Time**  
 2.1.2, 2.2, 2.4, 3.2.1, 3.7.3, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 4.3, 4.4, 4.5, 4.6, 5.2.5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14  
**Loss of Use Insurance**  
 11.4.3  
**Material Suppliers**  
 1.6, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5  
**Materials, Hazardous**  
 10.2.4, 10.3, 10.5

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(2404291990)

Materials, Labor, Equipment and  
1.1.3, 1.1.6, 1.6.1, 3.4, 3.5.1, 3.8.2, 3.8.23, 3.12, 3.13,  
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.6, 9.3.2, 9.3.3,  
9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.2  
Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
Mechanic's Lien  
4.4.8  
Mediation  
4.4.1, 4.4.5, 4.4.6, 4.4.8, 4.5, 4.6.1, 4.6.2, 8.3.1, 10.5  
Minor Changes in the Work  
1.1.1, 3.12.8, 4.2.8, 4.3.6, 7.1, 7.4  
MISCELLANEOUS PROVISIONS  
13  
Modifications, Definition of  
1.1.1  
Modifications to the Contract  
1.1.1, 1.1.2, 3.7.3, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1,  
9.7, 10.3.2, 11.4.1  
Mutual Responsibility  
6.2  
Nonconforming Work, Acceptance of  
9.6.6, 9.9.3, 12.3  
Nonconforming Work, Rejection and Correction of  
2.3, 2.4, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.8.2, 9.9.3, 9.10.4,  
12.2.1, 13.7.1.3  
Notice  
2.2.1, 2.3, 2.4, 3.2.3, 3.3.1, 3.7.2, 3.7.4, 3.12.9, 4.3,  
4.4.8, 4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 11.1.3,  
11.4.6, 12.2.2, 12.2.4, 13.3, 13.5.1, 13.5.2, 14.1, 14.2  
Notice, Written  
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8, 4.6.5,  
5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6,  
12.2.2, 12.2.4, 13.3, 14  
Notice of Testing and Inspections  
13.5.1, 13.5.2  
Notice to Proceed  
8.2.2  
Notices, Permits, Fees and  
2.2.2, 3.7.3.13, 7.3.6.4, 10.2.2  
Observations, Contractor's  
1.5.2, 3.2, 3.7.3, 4.3.4  
Occupancy  
2.2.2, 9.6.6, 9.8, 11.4.1.5  
Orders, Written  
1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2,  
13.5.2, 14.3.1  
OWNER  
2  
Owner, Definition of  
2.1  
Owner, Information and Services Required of the  
2.1.2, 2.2, 3.2.1, 3.12.4, 3.12.10, 4.2.7, 4.3.3, 6.1.3,  
6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3,  
11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4  
Owner's Authority

1.6, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2,  
4.1.3, 4.2.4, 4.2.9, 4.3.6, 4.4.7, 5.2.1, 5.2.4, 5.4.1,  
6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1,  
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.1, 11.4.3, 11.4.10,  
12.2.2, 12.3.1, 13.2.2, 14.3, 14.4  
Owner's Financial Capability  
2.2.1, 13.2.2, 14.1.1.5  
Owner's Liability Insurance  
11.2  
Owner's Loss of Use Insurance  
11.4.3  
Owner's Relationship with Subcontractors  
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2  
Owner's Right to Carry Out the Work  
2.4, 12.2.4, 14.2.2.2  
Owner's Right to Clean Up  
6.3  
Owner's Right to Perform Construction and to  
Award Separate Contracts  
6.1  
Owner's Right to Stop the Work  
2.3  
Owner's Right to Suspend the Work  
14.3  
Owner's Right to Terminate the Contract  
14.2  
Ownership and Use of Drawings, Specifications  
and Other Instruments of Service  
1.1.1, 1.6, 2.2.5, 3.2.1, 3.11.1, 3.17.1, 4.2.12, 5.3  
Partial Occupancy or Use  
9.6.6, 9.9, 11.4.1.5  
Patching, Cutting and  
3.14, 6.2.5  
Patents  
3.17  
Payment, Applications for  
4.2.5, 7.3.8, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.8.5,  
9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4, 14.4.3  
Payment, Certificates for  
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1,  
9.10.3, 13.7, 14.1.1.3, 14.2.4  
Payment, Failure of  
4.3.6, 9.5.1.3, 9.7, 9.10.2, 14.1.1.3, 14.2.1.2, 13.6  
Payment, Final  
4.2.1, 4.2.9, 4.3.2, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1,  
11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3  
Payment Bond, Performance Bond and  
7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5  
Payments, Progress  
4.3.3, 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3  
PAYMENTS AND COMPLETION  
9  
Payments to Subcontractors  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8,  
14.2.1.2  
PCB  
10.3.1

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(2404291990)

**Performance Bond and Payment Bond**  
7.3.6.4, 9.6.7, 9.10.3, 11.4.9, 11.5  
**Permits, Fees and Notices**  
2.2.2, 3.7, 3.13, 7.3.6.4, 10.2.2  
**PERSONS AND PROPERTY, PROTECTION OF**  
10  
**Polychlorinated Biphenyl**  
10.3.1  
**Product Data, Definition of**  
3.12.2  
**Product Data and Samples, Shop Drawings**  
3.11, 3.12, 4.2.7  
**Progress and Completion**  
4.2.2, 4.3.3, 8.2, 9.8, 9.9.1, 14.1.4  
**Progress Payments**  
4.3.3, 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3  
**Project, Definition of the**  
1.1.4  
**Project Management Protective Liability Insurance**  
11.3  
**Project Manual, Definition of the**  
1.1.7  
**Project Manuals**  
2.2.5  
**Project Representatives**  
4.2.10  
**Property Insurance**  
10.2.5, 11.4  
**PROTECTION OF PERSONS AND PROPERTY**  
10  
**Regulations and Laws**  
1.6, 3.2.2, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 4.4.8, 4.6, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14  
**Rejection of Work**  
3.5.1, 4.2.6, 12.2.1  
**Releases and Waivers of Liens**  
9.10.2  
**Representations**  
1.5.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1  
**Representatives**  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.10, 5.1.1, 5.1.2, 13.2.1  
**Resolution of Claims and Disputes**  
4.4, 4.5, 4.6  
**Responsibility for Those Performing the Work**  
3.3.2, 3.18, 4.2.3, 4.3.8, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10  
**Retainage**  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field Conditions by Contractor**  
1.5.2, 3.2, 3.7.3, 3.12.7, 6.1.3

**Review of Contractor's Submittals by Owner and Architect**  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
**Review of Shop Drawings, Product Data and Samples by Contractor**  
3.12  
**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.5.1, 3.15.2, 4.2.6, 4.3.4, 4.5, 4.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14  
**Royalties, Patents and Copyrights**  
3.17  
**Rules and Notices for Arbitration**  
4.6.2  
**Safety of Persons and Property**  
10.2, 10.6  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.6  
**Samples, Definition of**  
3.12.3  
**Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.7  
**Samples at the Site, Documents and**  
3.11  
**Schedule of Values**  
9.2, 9.3.1  
**Schedules**  
1.4.1.2, 3.10, 3.Construction  
12.1, 3.12.2, 4.3.7.2, 6.1.3  
**Separate Contracts and Contractors**  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 4.6.4, 6, 8.3.1, 11.4.7, 12.1.2, 12.2.5  
**Shop Drawings, Definition of**  
3.12.1  
**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.7  
**Site, Use of**  
3.13, 6.1.1, 6.2.1  
**Site Inspections**  
1.2.2, 3.2.1, 3.3.3, 3.7.1, 4.2, 4.3.4, 9.4.2, 9.10.1, 13.5  
**Site Visits, Architect's**  
4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5  
**Special Inspections and Testing**  
4.2.6, 12.2.1, 13.5  
**Specifications, Definition of the**  
1.1.6  
**Specifications, The**  
1.1.1, 1.1.6, 1.1.7, 1.2.2, 1.6, 3.11, 3.12.10, 3.17  
**Statute of Limitations**  
4.6.3, 12.2.6, 13.7  
**Stopping the Work**  
2.3, 4.3.6, 9.7, 10.3, 14.1  
**Stored Materials**  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4  
**Subcontractor, Definition of**  
5.1.1  
**SUBCONTRACTORS**

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5  
**Subcontractors Work by**  
 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7  
**Subcontractual Relations**  
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1, 14.3.2  
**Submittals**  
 1.6, 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3  
**Subrogation, Waivers of**  
 6.1.1, 11.4.5, 11.4.7  
**Substantial Completion**  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 9.10.4.2, 12.2, 13.7  
**Substantial Completion, Definition of**  
 9.8.1  
**Substitution of Subcontractors**  
 5.2.3, 5.2.4  
**Substitution of Architect**  
 4.1.3  
**Substitutions of Materials**  
 3.4.2, 3.5.1, 7.3.7  
**Sub-subcontractor, Definition of**  
 5.1.2  
**Subsurface Conditions**  
 4.3.4  
**Successors and Assigns**  
 13.2  
**Superintendent**  
 3.9, 10.2.6  
**Supervision and Construction Procedures**  
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 4.3.3, 6.1.3, 6.2.4, 7.1.3, 7.3.6, 8.2, 8.3.1, 9.4.2, 10, 12, 14  
**Surety**  
 4.4.7, 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2  
**Surety, Consent of**  
 9.10.2, 9.10.3  
**Surveys**  
 2.2.3  
**Suspension by the Owner for Convenience**  
 14.4  
**Suspension of the Work**  
 5.4.2, 14.3  
**Suspension or Termination of the Contract**  
 4.3.6, 5.4.1.1, 11.4.9, 14  
**Taxes**  
 3.6, 3.8.2.1, 7.3.6.4  
**Termination by the Contractor**  
 4.3.10, 14.1  
**Termination by the Owner for Cause**  
 4.3.10, 5.4.1.1, 14.2  
**Termination of the Architect**  
 4.1.3  
**Termination of the Contractor**  
 14.2.2

## TERMINATION OR SUSPENSION OF THE CONTRACT

14  
**Tests and Inspections**  
 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5  
**TIME**  
 8  
**Time, Delays and Extensions of**  
 3.2.3, 4.3.1, 4.3.4, 4.3.7, 4.4.5, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.6.1, 14.3.2  
**Time Limits**  
 2.1.2, 2.2, 2.4, 3.2.1, 3.7.3, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.3, 4.4, 4.5, 4.6, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14  
**Time Limits on Claims**  
 4.3.2, 4.3.4, 4.3.8, 4.4, 4.5, 4.6  
**Title to Work**  
 9.3.2, 9.3.3  

## UNCOVERING AND CORRECTION OF WORK

12  
**Uncovering of Work**  
 12.1  
**Unforeseen Conditions**  
 4.3.4, 8.3.1, 10.3  
**Unit Prices**  
 4.3.9, 7.3.3.2  
**Use of Documents**  
 1.1.1, 1.6, 2.2.5, 3.12.6, 5.3  
**Use of Site**  
 3.13, 6.1.1, 6.2.1  
**Values, Schedule of**  
 9.2, 9.3.1  
**Waiver of Claims by the Architect**  
 13.4.2  
**Waiver of Claims by the Contractor**  
 4.3.10, 9.10.5, 11.4.7, 13.4.2  
**Waiver of Claims by the Owner**  
 4.3.10, 9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.1, 13.4.2, 14.2.4  
**Waiver of Consequential Damages**  
 4.3.10, 14.2.4  
**Waiver of Liens**  
 9.10.2, 9.10.4  
**Waivers of Subrogation**  
 6.1.1, 11.4.5, 11.4.7  
**Warranty**  
 3.5, 4.2.9, 4.3.5.3, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1.3  
**Weather Delays**  
 4.3.7.2  
**Work, Definition of**  
 1.1.3  
**Written Consent**

1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2,  
9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2  
Written Interpretations  
4.2.11, 4.2.12, 4.3.6  
Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8, 4.6.5,  
5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6,  
12.2.2, 12.2.4, 13.3, 14  
Written Orders  
1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2,  
13.5.2, 14.3.1

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**ARTICLE 1. GENERAL PROVISIONS****§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

**§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

**§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

**§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**§ 1.1.7 THE PROJECT MANUAL**

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

**§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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### **§ 1.3 CAPITALIZATION**

§ 1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 INTERPRETATION**

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 EXECUTION OF CONTRACT DOCUMENTS**

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

### **§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or